

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Charles LowryApplication No./Patent No.: 6,818,046Filed/Issue Date: 11/16/2004

Titled:

LIQUID PURIFYING DEVICEInnova Enterprises, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

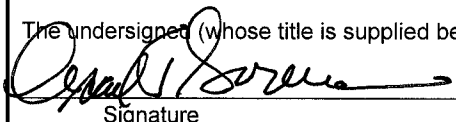
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

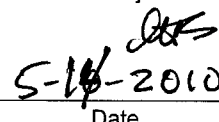
☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature

  
Date

Asael T. Sorensen

President

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

## PATENT ASSIGNMENT AND TECHNOLOGY TRANSFER AGREEMENT

This Patent Assignment and Technology Transfer Agreement ("Agreement") is entered as of November 03, 2009 between Innova Enterprises, Inc. ("Assignee"), a Utah corporation, and Charles A. Lowry ("Assignor"), an individual.

WHEREAS, Assignor is the inventor and owner of certain liquid purification technology, and has the right to assign the rights to the Patents, Documentation and Technology (as hereinafter defined).

WHEREAS, Assignee wishes to obtain full right, title and interest to the various Patent, Documentation and Technology of Assignor and Assignor wishes to assign and transfer to Assignee all such rights under the terms and conditions hereinafter appearing.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

1.1 "Documentation" means all manuals, models, drawings, designs, diagrams, bills of material, manufacturing routers, vendor lists, computer programs and all other tangible technical information relating to the nature or operation of the Technology, including but not limited to liquid purification technology, which might reasonably be of interest to either party.

1.2 "Patents" means: (a) any of the patents and patent applications listed on Exhibit A; (b) any additional patent issuing in any jurisdiction on any patent application listed on Exhibit A; (c) any patents issuing as a result of a re-examination or reissue proceeding of any of the foregoing patents; (d) renewals, extensions and certificates of corrections of any of the foregoing patents; and (e) continuations, continuations-in-part, divisional or other applications claiming filing priority of the foregoing applications.

1.3 "Technology" means the Patents, the Documentation and trade secrets and know-how, skill and knowledge for removing solid contaminants and water or other volatile contaminants from engine lubricating oils and hydraulic fluids, as more particularly described and embodied in the Patents and in the LuberClean refiner, including the Technology existing as of the signing of this Agreement and any improvements thereto that Assignor may develop subsequent hereto.

### 2. Transfer

2.1 Assignment of Patents. Assignor hereby irrevocably assigns to Assignee exclusively, all right, title and interest (choate or inchoate) in (i) the Patents, (ii) all precursors, portions and work in



progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools and fixtures specifically acquired or designed for use with products embodying the Patents or to the development, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the Section 2 transfer including executing the Patent Assignment attached hereto as Exhibit B and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights, all at Assignee's expense.

**2.2 Technology and Documentation.** Assignor hereby transfers or otherwise provides to Assignee, free and clear of all security interests, including any conditional sale or other title retention agreements, liens, changes, claims, pledges, exceptions, defects of title and other encumbrances of any kind, all Technology in its possession that has not previously been disclosed or transferred and which is necessary and desirable to Assignee to exploit the Technology to a standard at least equivalent to those being operated by Assignor at the date hereof.

### **3. Representations and Warranties**

Assignor represents and warrants to Assignee that:

A. Assignor is the sole owner of all rights, title and interest in and to the Technology including the Patents;

B. Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered any of the Technology, including the Patents, or agreed to do so, except to Innova-Asia, Inc., under a license agreement dated February 2, 2006, and limited to 17 named countries in Asia and the Far East, attached hereto as Exhibit C;

C. Assignor has full power and authority to enter into this Agreement and to make the assignments as provided for herein;

D. To the best of Assignor's knowledge, there are no violations, infringements or misappropriations of any third party's rights (or any claim thereof) by the Patents or the Technology;

E. Neither Assignor nor any of its agents was acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly transferred or assigned herein; and

F. To the best of Assignor's knowledge, there are no current challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Patents or Technology; and Assignee acknowledges that neither it nor any affiliate has any current

challenges with respect to the patentability or validity of any claims of any existing patents relating to the Patents or Technology.

#### 4. Confidential Information

Assignor will not disclose any Technology, know-how, trade secrets, information or materials assigned hereunder or materials provided by Assignee provided such is Confidential Information. "Confidential Information" is any information which has value due to the fact that such information is not generally known to the public. Confidential Information does not include any information, which (i) is generally to the public or that becomes generally available to the public through no fault on Assignor's part after the assignment herein; or (ii) is received from a third party not associated with Assignee and having no obligation of confidentiality to Assignee; or (iii) is required to be disclosed by law.

#### 5. Patent Prosecution.

The parties agree that Assignee has the sole and exclusive right to prosecute any and all patent applications and foreign equivalents of the Patents in the U.S and foreign countries. Assignor will cooperate with Assignee in obtaining such patent rights and Assignee will pay all reasonable expenses.

#### 6. Legal Actions

6.1 Assignee shall, at its sole discretion, pursue or defend any legal action brought in connection with the subject matter of this Agreement. In any legal suit or dispute, Assignor agrees to cooperate fully with Assignee. At the request and expense of Assignee, Assignor will provide access to all relevant personnel, records, papers, information, samples, specimens, etc., during regular business hours.

6.2 Assignor shall promptly report in writing to Assignee any:

- a. known infringement or suspected infringement of any of the Patents, or
- b. known unauthorized use, infringement, suspected infringement, duplication, distribution, unauthorized use or other misappropriation of the Patents by a third party of which it becomes aware, and shall provide Assignee with any available evidence supporting said infringement, suspected infringement, duplication, distribution, unauthorized use or other misappropriation.

#### 7. General

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to the choice of law principles thereof. Any dispute arising under this Agreement shall be definitively and finally resolved by arbitration and judgment upon any award of arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be



held in Chicago, Illinois and be in accordance with the rules of the American Arbitration Association. Any fees and expenses payable to the American Arbitration Association shall be borne by the losing party.

7.2 Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

7.3 Effect on Heirs & Successors. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Assignment.

7.4 Severability. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

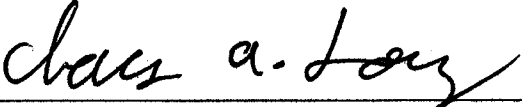
7.5 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

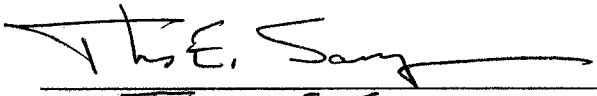
7.6 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date first written above.

ASSIGNOR

ASSIGNEE

  
Charles A. Lowry

  
Name: THOMAS E SAWYER  
Title: CHAIRMAN - CEO



**EXHIBIT A**  
**PATENTS AND PATENT APPLICATIONS**

<u>Patent No.</u>	<u>Title</u>	<u>Date Issued</u>
5,776,315	Oil Reclamation Device	7/7/1998
5,824,211	Oil Reclamation Device	10/20/1998
6,818,046	Liquid Purifying Device	11/16/2004

<u>Applic No.</u>	<u>Title</u>	<u>Date Filed</u>
12/229,442	Liquid Refining Device	8/22/2008

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